

Credit Dept:
1405 W 2200 S Ste 100
Salt Lake City, UT 84119
(800)264-4579
Fax: (801)973-7241



Marker – Völkl USA

RETAILER CREDIT INFORMATION

Legal Name: _____ Telephone: (____) _____

DBA: _____ Fax: (____) _____

Bill to Address: _____ Email: _____

Ship to Address: _____

Type of Company: _____ Proprietorship _____ Partnership _____ Corporation _____ LLC

Date of Incorporation: _____ State in which Incorporated: _____

How Long in Business? _____ At Present Location: _____ A/P Contact _____

Parent Company, if subsidiary: _____

Address: _____

Name of Principal(s): _____ Social Security Number(s): _____

Home Address: _____ Phone: (____) _____

Have you ever filed a personal or corporate bankruptcy? _____ Have you ever compromised a debt? _____

Do you finance your inventory on a secured basis? _____ If yes, with whom? _____

Sales Tax Exemption Certificate #: _____ State: _____ Federal ID #: _____

BANK REFERENCE: _____ Phone: (____) _____

Address: _____

Name of Contact: _____ Account #: _____

REFERENCES: (Give only names of those whom you buy on open account)

Name: _____ Phone: (____) _____

Name: _____ Phone: (____) _____

A FINANCIAL STATEMENT IS REQUIRED – ENCLOSE WITH APPLICATION

Applicant hereby certifies the above information to be true and factual to the best of his knowledge. Authorization is granted to Marker-Völkl USA to procure information from any source deemed necessary to establish a line of credit. It is further agreed that all orders shall be subject to the terms and conditions set forth on the reverse side of this form.

SIGNATURE

DATE

Individually and as Partner, Shareholder, Officer,
Director or other Authorized Representative

1. All invoices from Marker-Völkl USA shall be paid in accordance with their terms. If any amounts are not paid when due, all amounts owed shall, at the option of Marker-Völkl USA, become immediately due and payable along with the interest at an interest rate of one and one-half percent (1 ½%) per month or part thereof, pursuant to the laws of the state of New Hampshire, or the maximum rate allowed by law, whichever is less, commencing from the date such payment is due. In the event of default, Marker-Völkl USA reserves the right to collect all delinquent interest, including unbilled interest. Unbilled interest shall not be construed as a waiver of Marker-Völkl USA's rights to collect such interest in the event of default.
2. Invoices not paid when due will lose any applicable prompt pay discount.
3. The Buyer agrees to pay all costs of collection, including but not limited to reasonable attorney's fees whether or not suit is filed, incurred by Marker-Völkl USA as a result of the failure of the Buyer to make payments to Marker-Völkl USA when due.
4. At the option of Marker-Völkl USA and upon written notification to the Buyer, all amounts payable become immediately due and payable in the event of: insolvency or assignment for the benefit of creditors by the Buyer; any statement or representation made to Marker-Völkl USA by the Buyer pertinent to its financial condition which is determined by Marker-Völkl USA to be false or misleading; or failure to pay any invoice by the stated due date.
5. The terms set forth below shall replace any conflicting provisions contained on Buyer's purchase order(s).
6. Marker-Völkl USA shall have the right, upon written notice to the Buyer at any time, to revise the stated credit terms, to limit the extension of credit or to withhold deliveries, if Marker-Völkl USA at its sole discretion deems such action necessary or advisable to protect Marker-Völkl USA's interests.
7. All claims for damages, errors, or shortages must be made by the Buyer in writing within a period of ten (10) business days after delivery of the goods is made. Failure to make such claims within the stated period shall constitute an irrevocable acceptance of the goods and an admission that they fully comply with all the terms, conditions, and specifications of this agreement and shall constitute a waiver of all claims with respect thereto.
8. That this agreement has been entered into and is to be performed in the County of Grafton, State of New Hampshire and any action brought hereunder may be brought in said county and state at the option of and in sole discretion of Marker-Völkl USA.
9. By executing this Credit Application, Buyer acknowledges that in the event that a check is returned, then the Buyer shall be responsible for the payment of the principal sum plus costs of collection and attorneys' fees. All returned checks are subject to a \$20.00 returned check fee.
10. The Buyer may **not** assign this contract without the written assent of Marker-Völkl USA.
11. That Marker-Völkl USA may use this agreement with any bank or other kind of financial institution for the purpose of obtaining necessary financial information of any kind or nature whatsoever as it pertains to the Buyer.
12. That Marker-Völkl USA has the right to obtain, and Buyer shall execute upon request, sufficient security agreements and financing statements on inventory and equipment of the Buyer in order to protect Marker-Völkl USA's interests.

SIGNATURE:

DATE:

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Director or other Authorized Representative